

ORIGINAL

JUL 28 2009

RECEIVED

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 34038
 Name: Flatirons Resources LLC
 Address 1: 303 E. 17th Ave Suite 940
 Address 2: _____
 City: Denver State: CO Zip: 80203 + _____
 Contact Person: Jeffery Jones
 Phone: (303) 292-3902 ext 224
 CONTRACTOR: License # 33575
 Name: WW Drilling LLC
 Wellsite Geologist: Tim Preist
 Purchaser: None
 Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW
 Gas ENHR SIGW
 CM (Coal Bed Methane) Temp. Abd.
 Dry Other _____
 (Core, WSW, Expl., Cathodic, etc.)

If Workover/Re-entry: Old Well Info as follows:
 Operator: _____
 Well Name: _____
 Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to Enhr. Conv. to SWD
 Plug Back: _____ Plug Back Total Depth _____
 Commingled Docket No.: _____
 Dual Completion Docket No.: _____
 Other (SWD or Enhr.?) Docket No.: _____
6/25/09 7/2/09 7/2/09
 Spud Date or Date Reached TD Completion Date or
 Recompletion Date Recompletion Date

API No. 15 - 101-22174-0600
 Spot Description: _____
 _____ SW _____ NE _____ NW Sec. 16 Twp. 16 S. R. 30 East West
1250 Feet from North / South Line of Section
1730 Feet from East / West Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
 County: Lane
 Lease Name: Schadel Well #: 21-16
 Field Name: Wildcat
 Producing Formation: None
 Elevation: Ground: 2768 Kelly Bushing: 2773
 Total Depth: 4570 Plug Back Total Depth: _____
 Amount of Surface Pipe Set and Cemented at: 253 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set: _____ Feet
 If Alternate II completion, cement circulated from: _____
 feet depth to: _____ w/ _____

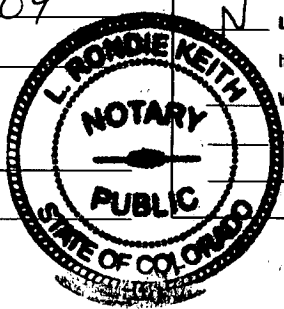
Drilling Fluid Management Plan
 (Data must be collected from the Reserve Pit)
 Chloride content: 6900 ppm Fluid volume: 850 bbls
 Dewatering method used: Air dry-back
 Location of fluid disposal if hauled offsite: _____
 Operator Name: _____
 Lease Name: _____ License No.: _____
 Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
 County: _____ Docket No.: _____

PA-Dlg-8/5/09 ^{sx cmt}

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: [Signature]
 Title: Managing Director Date: 7/24/09
 Subscribed and sworn to before me this 24th day of July
2009
 Notary Public: L. Ronnie Keith
 Date Commission Expires: 3-28-10



KCC Office Use ONLY
 Letter of Confidentiality Received
 If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 JIC Distribution

Side Two

Operator Name: Flatirons Resources LLC Lease Name: Schadel Well #: 21-16
 Sec. 16 Twp. 16 S. R. 30 East West County: Lane

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i> List All E. Logs Run: Microresistivity, Dual Compensated Porosity, Dual Induction, Borehole Compensated Sonic	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input checked="" type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>Anhydrite- top</td> <td>2194</td> <td>583</td> </tr> <tr> <td>Hebner</td> <td>3828</td> <td>-1051</td> </tr> <tr> <td>Lansing</td> <td>3867</td> <td>-1090</td> </tr> <tr> <td>Marmaton</td> <td>4230</td> <td>-1453</td> </tr> <tr> <td>Johnson</td> <td>4431</td> <td>-1654</td> </tr> <tr> <td>Mississippian</td> <td>4470</td> <td>-1693</td> </tr> </table>	Name	Top	Datum	Anhydrite- top	2194	583	Hebner	3828	-1051	Lansing	3867	-1090	Marmaton	4230	-1453	Johnson	4431	-1654	Mississippian	4470	-1693
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CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12 1/4"	8 5/8"	23#	253	Common	170	3% cc, 2%gel

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>
		KANSAS CORPORATION COMMISSION
		JUL 28 2009
		RECEIVED

TUBING RECORD:	Size:	Set At:	Packer At:	Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr.		Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025

Home Office P.O. Box 32 Russell, KS 67665

No. 3491

Cell 785-324-1041

Date	6/25/09	Sec.	16	Twp.	16	Range	30	County	Lea	State	KS	On Location		Finish	7:30 PM
Lease	Schardel	Well No.	21-16			Location: 2W, 3N									
Contractor	W.W. Drilling			Rig #10			Owner:								
Type Job	Surface			To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cement and helper to assist owner or contractor to do work as listed.											
Hole Size	7 7/8"			T.D.	254'			Charge To: Frattina Resources LLC							
Csg.	7 7/8" 2 1/2"			Depth	253'			Street:							
Tbg. Size	7 7/8"			Depth				City:							
Drill Pipe				Depth				State:							
Tool				Depth				The above was done to satisfaction and supervision of owner agent or contractor.							
Cement Left in Csg.	17.5			Shoe Joint				CEMENT							
Press Max.				Minimum				Amount Ordered: 170 @ 10.00							
Meas Line				Displace	15X1 AB			Common: 170 @ 10.00 = 1700.00							
Perf.								Poz. Mix							
EQUIPMENT								Gel: 3 @ 17.00 = 51.00							
Pumptrk	No.	Cementer					Calcium: 6 @ 42.00 = 252.00								
Bulktrk	No.	Helper					Mills								
Bulktrk	No.	Driver					Salt								
Bulktrk	No.	Driver					KANSAS CORPORATION COMMISSION								
Bulktrk	No.	Driver					JUL 28 2009								
JOB SERVICES & REMARKS								RECEIVED							
Pumptrk Charge	SFC		400.00												
Mileage	42 @ 6.00		252.00												
Footage															
			Total	652.00		Handling		179 @ 1.75		313.25					
Remarks:					Mileage		300.00		Pump Truck Charge		652.00				
FLOAT EQUIPMENT															
					Guide Shoe				Centralizer						
					Baskets				AFU Inserts						
					Rotating Head				Squeez Mainfold						
									Tax		82.26				
									Discount		(691.00)				
									Total Charge		2659.51				
Signature															

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

– **TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "QUALITY" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

– **ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a reasonable sum as and attorney's fees.

– **PRICES AND TAXES:** All merchandise listed in "QUALITY'S" current price schedule are F.O.B. QUALITY'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by QUALITY shall be added to the quoted prices charged to CUSTOMER.

– **TOWING CHARGES:** QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by QUALITY, will be charged to and paid by CUSTOMER.

– **PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay QUALITY for the expenses incurred by QUALITY as a result of the cancellation.

– **DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

– **SERVICE CONDITIONS AND LIABILITIES:** 1. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless QUALITY, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with QUALITY'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of QUALITY or its employees.

2. With respect to any of QUALITY'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.

3. QUALITY does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. QUALITY warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. QUALITY'S obligation under this warranty is expressly limited to repair replacement, or allowance for credit, at its option, for any merchandise which is determined by QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and QUALITY shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be constructed as a warranty by QUALITY of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025
Cell 785-324-1041

Home Office P.O. Box 32 Russell, KS 67665

No. 3495

Date	7/2/09	Sec.	16	Twp.	16	Range	30W	County		State	KS	On Location		Finish	11:00 AM	
Lease	Well No.			Location												
Contractor	W W							Owner								
Type Job								To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.								
Hole Size	T.D.			4570												
Csg.	Depth			Charge To												
Tbg. Size	Depth			Street												
Drill Pipe	Depth			City State												
Tool	Depth			The above was done to satisfaction and supervision of owner agent or contractor.												
Cement Left in Csg.	Shoe Joint			CEMENT												
Press Max.	Minimum			Amount Ordered 210-6270 1/2 bags												
Meas Line	Displace			Common												
Perf.				Poz. Mix												
EQUIPMENT																
Pumptrk	No.	Cementer		Gel.												
		Helper		Calcium												
Bulktrk	No.	Driver		Mills												
		Driver		Salt												
Bulktrk	No.	Driver		Flowseal												
		Driver														
JOB SERVICES & REMARKS																
Pumptrk Charge																
Mileage																
Footage																
	Total			Handling												
Remarks:	120' P... 30'							Mileage								
	250' P... 30'							Pump Truck Charge								
	445' P... 50'							FLOAT EQUIPMENT								
	50' - 20'							Guide Shoe								
								Centralizer								
								Baskets								
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2. More specifically:

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